



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary order and an order for possession. The hearing was conducted by conference call. The landlord's son, acting as his agent called in and participated in the hearing. The tenant did not attend, although he was served with the application and Notice of Hearing sent by registered mail on December 17, 2014.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Is the landlord entitled to an order allowing retention of the security deposit?

Background and Evidence

The rental unit is one of several suites in a house in Vancouver. There is no written tenancy agreement. The tenancy began on September 1, 2014. The monthly rent was \$1,000.00, payable on the first of each month. The tenant's room-mate moved out of the rental unit and the landlord agreed to reduce the rent paid by the tenant as the sole occupant to the sum of \$750.00 per month. The tenant paid only \$350.00 rent for November and he has paid no rent since then. The landlord personally served the tenant with a 10 day Notice to End Tenancy for unpaid rent on December 2, 2014. The tenant gave the landlord a note dated January 3, 2014 wherein he said that he would move out of the rental unit by January 11, 2015 and said the landlord could retain the \$500.00 security deposit.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

Conclusion

Order of Possession - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Monetary Order and Security Deposit – The tenant failed to pay \$400.00 rent for November and paid no rent for December. I find that the landlord has established a total monetary claim of \$1,150.00 for the outstanding rent for November and December. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$1,200.00. I order that the landlord retain the deposit and interest of \$500.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$700.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The landlord is at liberty to make a further claim for loss of revenue for rent due after December.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 14, 2015

Residential Tenancy Branch

